

**U.S. v. Edward S. Adams**  
**Case No. 17-64 (DWF/KMM)**

**Exhibit 55**

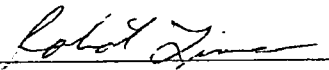
RL Investments, LLC (and/or otherwise) (collectively, "RL")

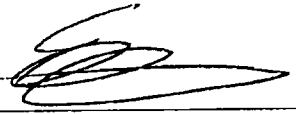
August 18, 2006

In light of the desire by Edward S. Adams ("ESA") to potentially sell warrants owned by him in Apollo Diamond, Inc. ("Apollo") and in connection therewith the desire of Apollo to accommodate the desire of ESA but also to ensure future adequate funding of the Apollo opportunity, the parties hereby agree as follows:

1. ESA will be permitted to "contingently" (via an "installment" sale) sell warrants he (or companies he controls) owns in Apollo to third party accredited investors in exchange for ESA agreeing pursuant to this agreement to retain at least \$500,000 in readily available funds (including \$250,000 in liquid funds) for reinvestment in Apollo, if required (as determined by Apollo) under commercially reasonable terms as agreed to by and between ESA and Apollo.
2. The parties intend that this be treated as a "contingent installment" sale, meaning ESA shall be obligated to provide the funds to Apollo until the earlier of Apollo's raising of at least another \$20,000,000 in equity capital or December 31, 2014. In connection therewith, the parties further agree and clarify that:
  - a. Apollo shall have the right to disclose this transaction to prospective or relevant parties, if it so chooses.
  - b. As a further inducement, to enter into this transaction, ESA agrees to work steadfastly to assist Apollo in every and all conceivable reasonable capacities.
  - c. ESA and Apollo agree that ESA shall have the right at any time to invest monies retained by ESA in Apollo under terms consistent with third party or inside investors at the relevant time.

APOLLO DIAMOND, INC.

By:   
Its: President

  
Edward S. Adams

ESA001226